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Co-Counsel for Debtors and

Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**CERTIFICATE OF NO OBJECTION WITH
RESPECT TO THE DEBTORS' NOTICE OF ASSUMPTION OF
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

PLEASE TAKE NOTICE that in connection with the *Debtors' Notice of Assumption of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 652] (the “Notice”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this certificate of no objection (the “Certificate of No Objection”) with respect to the *First Order Approving the Assumption of Certain Executory Contracts and/or Unexpired Leases* (the “Proposed Order”) attached to the Notice.

PLEASE TAKE FURTHER NOTICE that a clean version of the Proposed Order is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the deadline for parties to file objections to the Notice (the “Objection Deadline”) has passed and no objections to the Notice were filed on the docket on or before the Objection Deadline. The Debtors respectfully request that the Court enter the Proposed Order without a hearing.

[*Remainder of Page Intentionally Left Blank*]

Dated: November 14, 2023

/s/ Michael D. Sirota

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*Co-Counsel for Debtors and
Debtors in Possession*

Exhibit A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**FIRST ORDER APPROVING THE ASSUMPTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

The relief set forth on the following pages, numbered three (3) through four (4), is

ORDERED.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: First Order Approving the Assumption of Certain Executory Contracts and/or Unexpired Leases

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)¹ [Docket No. 186] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served an Assumption Notice on each applicable party as set forth in the Assumption Schedule, attached hereto as Exhibit 1, in accordance with the terms of the Procedures Order; and no timely objections have been filed to the Assumption of such Contracts; and due and proper notice of the Procedures Order and the Assumption Notice having been provided to each applicable Assumption Counterparty as set forth in the Assumption Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY**

ORDERED THAT:

1. The Assumption Schedule attached hereto as Exhibit 1 is approved and the contracts and leases set forth on Exhibit 1, including any exhibits, amendments, modifications, supplements, and guarantees attached to or related to the contracts and leases set forth on

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: First Order Approving the Assumption of Certain Executory Contracts and/or Unexpired Leases

Exhibit 1, are assumed pursuant to section 365 of the Bankruptcy Code effective as of the later of the Assumption Date listed on **Exhibit 1** or such other date as the Debtors and the applicable Assumption Counterparty agrees.

2. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the assumption without further order from this Court.

3. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Assumed Contracts

Assumption Counterparty	Description of Contract ^{1,2}	Cure Amount	Assumption Date	Amended Lease Term
1550 Space Park Partners, LLC	Datacenter Lease, dated April 23, 2019, by and between 1550 Space Park Partners, LLC, as landlord, and Cyxtera Communications, LLC, as tenant (the “ <u>1550 Space Park Drive Lease</u> ”)	\$818,242.90	10/31/2023	
1550 Space Park Partners, LLC	Guaranty of Lease, dated April 23, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of 1550 Space Park Partners, LLC, as landlord, with respect to certain obligations of Cyxtera Communications, LLC, as tenant, pursuant to the 1550 Space Park Drive Lease	\$0	10/31/2023	
Digital Lakeside, LLC	Turn Key Datacenter Lease, dated September 30, 2007, by and between Digital Lakeside, LLC, as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Turn Key Datacenter Lease, dated December 28, 2009, as amended by that certain Second Amendment to Turn Key Datacenter Lease, dated September 1, 2010, as amended by that certain Third Amendment to Turn Key Datacenter Lease, dated	\$219,218.87	10/31/2023	

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

² For the avoidance of doubt, each Contract identified on this list is assumed along with any exhibits, amendments, modifications, supplements, and guarantees attached to or related to such Contract.

	September 22, 2011, as amended by that certain Fourth Amendment to Turn Key Datacenter Lease, dated September 30, 2011, as amended by that certain Fifth Amendment to Turn Key Datacenter Lease, dated December 6, 2011, as amended by that certain Sixth Amendment to Turn Key Datacenter Lease, dated April 12, 2013, as amended by that certain Seventh Amendment to Turn Key Datacenter Lease, dated April 12, 2013, as amended by that certain Eighth Amendment to Turn Key Datacenter Lease, dated April 12, 2013, as amended by that certain Ninth Amendment to Turn Key Datacenter Lease, dated December 30, 2013, as amended by that certain Tenth Amendment to Turn Key Datacenter Lease, dated September 10, 2014, as amended by that certain Eleventh Amendment to Turn Key Datacenter Lease, dated September 26, 2014, as amended by that certain Twelfth Amendment to Turn Key Datacenter Lease, dated December 1, 2017, as amended by that certain Thirteenth Amendment to Turn Key Datacenter Lease, dated January 1, 2019, and as amended by that certain Fourteenth Amendment to Turn Key Datacenter Lease, dated April 27, 2021			
Digital Lakeside, LLC	Lease Agreement, dated December 16, 1999, by and between Digital Lakeside, LLC (as successor-in-interest to	\$836,077.99	10/31/2023	

	Carlisle-Core Chicago LLC), as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Lease, dated March 31, 1999, as amended by that certain Second Amendment to Lease, dated September 12, 2000, as amended by that certain Third Amendment to Lease, dated August 6, 2008, as amended by that certain Fourth Amendment to Lease, dated February 8, 2013, as amended by that certain Fifth Amendment to Lease Agreement, dated March 11, 2019, and as amended by that certain Sixth Amendment to Lease Agreement, dated March 25, 2021			
Digital Lakeside, LLC	Parking License Agreement, dated December 11, 2012, by and between Digital Lakeside, LLC, as licensor, and Cyxtera Communications, LLC, as licensee	\$0	10/31/2023	
Digital Piscataway, LLC	Amended and Restated Powered Base Building Lease, dated January 1, 2019, by and between Digital Piscataway, LLC, as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Amended and Restated Powered Base Building Lease, dated February 27, 2022 (the “ <u>3 Corporate Place Lease</u> ”)	\$1,631,363.72	10/31/2023	
Digital Piscataway, LLC	Guaranty of Lease, dated January 1, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of Digital Piscataway, LLC, as landlord, with respect to	\$0	10/31/2023	

	certain obligations of Cyxtera Communications, LLC as tenant, pursuant to the 3 Corporate Place Lease			
Digital Piscataway, LLC	Powered Base Building Lease, dated December 31, 2010, by and between Digital Piscataway, LLC (as successor-in-interest to Digital 365 Randolphville, LLC), as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Powered Based Building Lease, dated January 1, 2019, and as amended by that certain Second Amendment to Powered Base Building Lease, dated May 12, 2021	\$841,148.06	10/31/2023	In connection with assumption of the lease, the parties agreed to an amended Term of September 30, 2024, and the landlord expects to enter into direct agreements with end-user colocation customers currently occupying the facility.
Global Weehawken Acquisition Company, LLC	Powered Base Building Lease, dated January 1, 2019, by and between Global Weehawken Acquisition Company, LLC, as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Powered Base Building Lease, dated May 31, 2019, and as amended by that certain Second Amendment to Powered Base Building Lease, dated March 24, 2020 (the " <u>300 Boulevard East Lease</u> ")	\$2,194,201.14	10/31/2023	
Global Weehawken Acquisition Company, LLC	Guaranty of Lease, dated January 1, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of Global Weehawken Acquisition Company, LLC, as landlord, with respect to certain obligations of Cyxtera Communications, LLC, as tenant, pursuant to the 300 Boulevard East Lease	\$0	10/31/2023	
Telx – Santa Clara, LLC	Interconnection Services Agreement, dated June 27,	\$1,533.06	10/31/2023	

	2019, by and between Telx – Santa Clara, LLC, as licensor, and Cyxtera Communications LLC, as customer			
Telx – Chicago Lakeside, LLC	Interconnection Services Agreement, dated June 27, 2019, by and between Telx – Chicago Lakeside, LLC, as licensor, and Cyxtera Communications LLC, as customer	\$30,336.24	10/31/2023	
Digital Space Park, LLC	Powered Base Building Lease, dated March 29, 2019, by and between Digital Space Park, LLC (as successor-in-interest to Digital 1500 Space Park Borrower, LLC), as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain Letter Agreement, dated April 22, 2019 (the “ <u>1500 Space Park Drive Lease</u> ”)	\$693,048.26	10/31/2023	
Digital Space Park, LLC	Guaranty of Lease, dated March 29, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of Digital Space Park, LLC (as successor-in-interest to Digital 1500 Space Park Borrower, LLC), as landlord, with respect to certain obligations of Cyxtera Communications, LLC, as tenant, pursuant to the 1500 Space Park Drive Lease	\$0	10/31/2023	
Digital Walsh 1, LLC	Powered Base Building Lease, dated January 1, 2019, by and between Digital Walsh 1, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Powered Base Building Lease, dated May 31, 2019 (the “ <u>2401 Walsh Avenue Lease</u> ”)	\$622,835.51	10/31/2023	

Digital Walsh 1, LLC	Guaranty of Lease, dated January 1, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of Digital Walsh 1, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, with respect to certain obligations of Cyxtera Communications, LLC, as tenant, pursuant to the 2401 Walsh Avenue Lease	\$0	10/31/2023	
Digital Walsh 2, LLC	Powered Base Building Lease, dated January 1, 2019, by and between Digital Walsh 2, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Powered Base Building Lease, dated May 31, 2019 (the " <u>2403 Walsh Avenue Lease</u> ")	\$410,146.90	10/31/2023	
Digital Walsh 2, LLC	Guaranty of Lease, dated January 1, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of Digital Walsh 2, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, with respect to certain obligations of Cyxtera Communications, LLC pursuant to the 2403 Walsh Avenue Lease	\$0	10/31/2023	
Digital Nash, LLC	Powered Base Building Lease, dated January 1, 2019, by and between Digital Nash, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, and Cyxtera Communications, LLC, as tenant, as amended by that certain First Amendment to Powered Based Building Lease, dated May 31, 2019 (the " <u>200 N. Nash Street Lease</u> ")	\$1,035,855.70	10/31/2023	In connection with assumption of the lease, the parties agreed to an amended Term of September 30, 2024, and the landlord expects to enter into direct agreements with end-user colocation customers

				currently occupying the facility.
Digital Nash, LLC	Guaranty of Lease, dated January 1, 2019, by DC Holdings, Inc., as guarantor, in favor of Digital Nash, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, with respect to certain obligations of Cyxtera Communications, LLC, as tenant, pursuant to the 200 N. Nash Street Lease	\$0	10/31/2023	
Digital Winona, LLC	Powered Base Building Lease, dated January 1, 2019, by and between Digital Winona, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, and Cyxtera Communications, LLC, as tenant (the " <u>3015 Winona Avenue Lease</u> ")	\$434,731.97	10/31/2023	In connection with assumption of the lease, the parties agreed to an amended Term of September 30, 2024, and the landlord expects to enter into direct agreements with end-user colocation customers currently occupying the facility.
Digital Winona, LLC	Guaranty of Lease, dated January 1, 2019, by Cyxtera DC Holdings, Inc., as guarantor, in favor of Digital Winona, LLC (as successor-in-interest to Digital Realty Trust, L.P.), as landlord, with respect to certain obligations of Cyxtera Communications, LLC, as tenant, pursuant to the 3015 Winona Avenue Lease	\$0	10/31/2023	